

10 MAY 2024

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract of Agreement made and entered into this MAY 10 2024 day of MAY 2024 at Quezon City, Philippines by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)**, a government agency attached to the Department of Agriculture (DA), created pursuant to Executive Order No. 366, Series of 2004, with office address at Apacible Hall, Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this Act by its **OIC-EXECUTIVE DIRECTOR, JULIETA E. OPULENCIA**, hereinafter referred to as the **PCAF**;

-and-

**CROWNLIFESTYLE.NET, INC. (CROWN REGENCY HOTEL AND TOWERS)**, a registered corporation licensed to operate business in the Philippines, with principal office address at Fuente Tower Osmeña Blvd., Sta. Cruz, Cebu City, represented in this Act by its duly authorized representative, **SENIOR SALES MANAGER, BENEDICT M. SAMSON**, hereinafter referred to as the **SUPPLIER**.

**WITNESSETH**

**WHEREAS**, the **PCAF** requested the procurement of **One (1) lot meals and accommodation for the conduct of orientation for newly recruited AFCs and newly designated coordinators on May 15-17, 2024** in Fuente Tower Osmeña Blvd., Sta. Cruz, Cebu City with approved **PR No. 24-04-156** and sent through email to three (3) prospective bidders;

**WHEREAS**, the **SUPPLIER** has represented and warranted itself as capable, competent, and duly licensed provider of meals and accommodation services under the terms and conditions hereinafter set forth and had submitted its quotation;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **TWO HUNDRED EIGHT THOUSAND THIRTY-TWO PESOS ONLY (Php 208,032.00)** inclusive of government taxes;

**WHEREAS**, the opening of bid was undertaken on **April 29, 2024**, and after due evaluation by the Bids and Awards Committee (BAC), the **SUPPLIER** was declared as the Single Calculated and Responsive Bid, thus, the BAC recommended to the HOPE to award the above mentioned procurement to the **SUPPLIER**;

**WHEREAS**, **PCAF** issued the Notice of Award to the **SUPPLIER** on **April 29, 2024**;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties have agreed to enter into this Agreement under the following terms and conditions:

Section 1

**RESPONSIBILITIES OF THE SUPPLIER**

The **SUPPLIER** shall:

1. Provide food and accommodation services on **May 15-17, 2024** to the **FORTY-FOUR (44)** participants, of **PCAF**;
2. Ensure that all services to be performed under or pursuant to this contract shall meet the same high standards as those offered by similar businesses of superior knowledge and skill, engaged in similar services under analogous circumstances;

3. Bill the **PCAF** for the food and accommodation services and provide the necessary payment details; and

Name of Bank/Branch	ASIAN UNITED BANK
Bank Account Name	CROWNLIFESTYLE.NET. INCORPORATED
Bank Account Number	201 - 01 - 000435 - 5

4. Acknowledge the receipt of payment by issuing an Official Receipt in the name of the **PCAF**.

#### Section 2

### RESPONSIBILITIES OF PCAF

The **PCAF** shall:

1. Pay the **SUPPLIER** the guaranteed number of participants after completion of the activity and receipt of the billing statement;
2. Agree that it shall be charged or billed the total amount of **TWO HUNDRED EIGHT THOUSAND THIRTY-TWO PESOS ONLY (Php 208,032.00)** inclusive of government taxes, for the whole duration of the event;
3. Exercise strict discipline and ensure that personnel are closely supervised and managed in accordance with law and the policies set forth by the **SUPPLIER**;

#### Section 3

### TERMS OF PAYMENT

**PCAF** binds itself to pay the **SUPPLIER** within thirty (30) days after the conclusion of the training/seminar.

#### Section 4

### INCLUSION IN THE SERVICES

The **SUPPLIER** shall provide for the following:

**a. Food/Meals**

1. **Day 1** - Lunch, PM Snacks, and Buffet Dinner;
2. **Day 2** - Buffet Breakfast, AM Snacks, Managed Buffet Lunch, PM Snacks, Managed Buffet Dinner;  
**Day 2** - Meals on the 2nd day (Networking Session)
3. **Day 3** - Buffet Breakfast, AM Snacks.

- Meals should include two (2) main courses, vegetables, soup, dessert, and one round of drinks/ juice during lunch and dinner.
- **NOTE:** No Cream dory in the menu.

**b. Hotel Room Accommodation:** Three (3) days and two (2) nights stay (Airconditioned, triple sharing individual bed)

**c. Function Room:**

1. Free use of Conference room for two (2) days. The conference room should be reserved exclusively for two (2) days, accommodating up to forty four (44) participants comfortably. It should be conducive to both fishbone and round table setups, it should be well-lighted, fully air conditioned, and with good ventilation;
2. Provision of lift or elevator when the building has more than two (2) floors for senior citizen and PWD use;
3. Audio visual equipment;
  - i. LCD screen
  - ii. Projector
  - iii. At least two (2) whiteboards with markers, erasers, pads, and pens

**d. Service Event Requirements**

1. Complementary welcome streamer and backdrop tarpaulin;
2. Complementary Wi-fi connectivity to all rooms including the conference room;
3. Free use of electricity for laptops, LCDs, and printers;
4. Free use of sound system, extension cords, and microphones with extra batteries;
5. Free use of projectors and wireless presenters/ pointers;
6. Free flowing brewed coffee, hot tea, purified drinking water, candies, mints, and peanuts during sessions;
7. Provision of transport from Airport to Hotel and vice-versa;
8. Provision of alcohol for sanitation (COVID-19 safety protocol);
9. Free use of Standby generator in case of brownout;
10. Preferably with in-house nurse and medical attendant in case of emergency;

Section 5

**USE OF SUPPLIER'S PARKING SPACE**

The **SUPPLIER** shall allow the use of its parking space, and other hotel amenities to the participants free of charge.

Section 6

**TERMINATION OF CONTRACT**

PCAF reserves the right to terminate this Contract for any valid ground by serving a ten (10) day notice to the **SUPPLIER**.

Section 7

**VENUE OF ACTION**

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. In case of litigation arising from or in connection with this Contract, the parties agree that the venue of action shall be at the proper court in Quezon City only to the exclusion of other courts.

Section 8

**CAPACITY AND AUTHORIZATION**

Each party in this contract assures and warrants that it has the authority to sign and fulfill the agreement without violating any laws or existing agreements. Additionally, it confirms that the contract is legally binding and enforceable.

Section 9

**OTHER CONDITIONS OF THE CONTRACT**

- a. In case of damage or loss to the property of the participants of **PCAF** caused by negligence of the **SUPPLIER's** personnel or employee, the **SUPPLIER** shall be liable for damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **SUPPLIER**; and
- c. The **SUPPLIER** is expected to exercise utmost diligence in handling the participant's baggage or property.

Section 10

**LIQUIDATED DAMAGES**

As provided in Section 68 of the revised IRR of RA 9184, the winning bidder shall pay liquidated damages in case of breach of contract. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

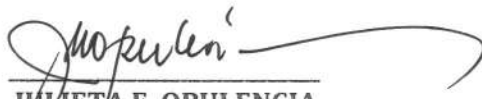
Section 11

**AMENDMENT**

All stipulations set forth in this Contract shall apply unconditionally, subject to amendments that may be mutually agreed by both parties in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this 10 day **MAY 10, 2024** \_\_\_\_\_ 2024 at Quezon City, Philippines.

**PHILIPPINE COUNCIL FOR  
AGRICULTURE AND FISHERIES  
(PCAF)**

  
\_\_\_\_\_  
**JULIETA E. OPULENCIA  
OIC - EXECUTIVE DIRECTOR**

**CROWNLIFESTYLE.NET.INC.  
(CROWN REGENCY HOTEL AND TOWERS)  
(SUPPLIER)**

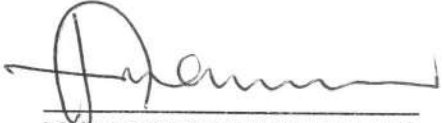
  
\_\_\_\_\_  
**BENEDICT M. SAMSON  
SENIOR SALES MANAGER**

**SIGNED IN THE PRESENCE OF:**

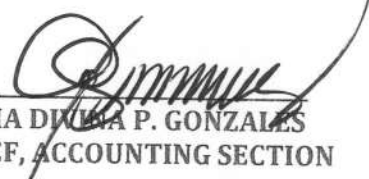
  
MELINDA T. QUINONES  
Division Chief  
PARTNERSHIP DEVELOPMENT DIVISION

PHILIPPINE COUNCIL FOR AGRICULTURE AND FISHERIES (PCAF)

ALLOTMENT AVAILABLE: ₱208,032.  
ORS No. 02-101101 2024 05-781

  
JOSE REDENTOR H. BESENIO  
ASSISTANT DIVISION CHIEF, AFMD  
& CHIEF, BUDGET SECTION

FUNDS AVAILABLE: ₱208,032.  
Control No. 101-28-05-104

  
MARIA DIVINA P. GONZALES  
OIC-CHIEF, ACCOUNTING SECTION

Republic of the Philippines )  
Quezon City ) s.s.

**MAY 10 2024**

Before me, Notary Public, for and in QUEZON CITY this \_\_\_\_ day of \_\_\_\_\_  
2024 appeared the following persons presenting to me their respective identifications,  
to wit:

Affiant	ID	Issued at	Issued on
Julieta E. Opuencia	SC # 20-30902	Cainta, Rizal	October 2, 2020
Benedict M. Samson	PPC 553784	CEBU CT-1	2023

WITNESS MY HAND AND SEAL, on the date and place above written.

\_\_\_\_\_  
Notary Public

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Page No. 57  
Book No. IX  
Series of 2024

**ATTY. MANNY V. GRASASIN**  
NOTARY PUBLIC

COMMISSION NO. 029 UNTIL DEC. 31, 2024 Q.C  
DPOS BLDG. GRD. FLR. QUEZON CITY HALL  
IBP NO. 380703 / 12-29-23 / QUEZON CITY  
PTR NO 5428107 / 01-02-24/QUEZON CITY  
ROLL OF ATTORNEY'S NO. 56070  
MCLE NO. VII-0028698 Until 04/14/25  
TIN NO. 243-085-918